

NGĀTI HINERANGI
and
TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
PROPERTY REDRESS

4 May 2019

MP

8

TABLE OF CONTENTS

1 DISCLOSURE INFORMATION AND WARRANTY..... 3

2 VESTING OF CULTURAL REDRESS PROPERTIES 5

3 COMMERCIAL REDRESS PROPERTIES..... 6

4 TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES11

5 NOTICE IN RELATION TO REDRESS PROPERTIES22

6 DEFINITIONS23

*MPS*² 

1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

- 1.1. The Crown has provided information to Ngāti Hinerangi about the redress properties, except for the Ōkauia property, by various correspondence between August 2016 and July 2018.

WARRANTY

- 1.2. The Crown warrants to Ngāti Hinerangi that the Crown has given to Ngāti Hinerangi in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is at the date of providing that information, in the agency's records about the property (including its encumbrances),—
- 1.2.1. having inspected the agency's records; but
- 1.2.2. not having made enquiries beyond the agency's records; and
- 1.2.3. in particular, not having undertaken a physical inspection of the property.

WARRANTY LIMITS

- 1.3. Other than under paragraph 1.2, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to –
- 1.3.1. an acquired property, including in relation to –
- (a) its state, condition, fitness for use, occupation, or management; or
 - (b) its compliance with –
 - (i) legislation, including bylaws; or
 - (ii) any enforcement or other notice, requisition, or proceedings; or
- 1.3.2. the disclosure information about an acquired property, including in relation to its completeness or accuracy.
- 1.4. The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.2.

PROPERTY REDRESS

1: DISCLOSURE INFORMATION AND WARRANTY

NO WARRANTY IN RELATION TO ŌKAUIA PROPERTY

1.5. The Crown –

1.5.1. Does not give any representation or warranty, whether express or implied, and does not accept any responsibility with respect to the Ōkauia property, including in relation to:

(a) its state, condition, fitness for use, occupation, or management; or

(b) its compliance with –

(i) legislation, including bylaws; or

(ii) any enforcement or other notice, requisition, or proceedings; and

1.5.2. has given no disclosure information and has no liability, in relation to any information received by Ngāti Hinerangi, in relation to the Ōkauia property; and

1.5.3. has no liability in relation to the state or condition of the Ōkauia property.

INSPECTION

1.6. In paragraph 1.7, relevant date means the date of this deed.

1.7. Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.2, or any representation or warranty in relation to the Ōkauia property, the governance entity and / or Ngāti Hinerangi acknowledges that it could, before the relevant date, –

1.7.1. inspect a redress property (including the Ōkauia property) and determine its state and condition; and

1.7.2. in the case of an acquired property, consider the disclosure information in relation to it.

Handwritten signature and initials, possibly 'W.S.' and 'S', with a small number '4' next to the signature.

2 VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

- 2.1. Until the settlement date, the Crown must –
- 2.1.1. continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and
 - 2.1.2. maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.
- 2.2. Paragraph 2.1 does not –
- 2.2.1. apply to a cultural redress property that is not managed and administered by the Crown; or
 - 2.2.2. require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

ACCESS

- 2.3. The Crown is not required to enable access to a cultural redress property for the governance entity or members of Ngāti Hinerangi.

COMPLETION OF REQUIRED DOCUMENTATION

- 2.4. Any documentation, required by the settlement documentation to be signed by the governance entity in relation to the vesting of a cultural redress property, must, on or before the settlement date, be –
- 2.4.1. provided by the Crown to the governance entity; and
 - 2.4.2. duly signed and returned by the governance entity.

SURVEY AND REGISTRATION

- 2.5. The Crown must arrange, and pay for, –
- 2.5.1. the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a record of title for a fee simple estate in the property; and
 - 2.5.2. the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the governance entity.

 5 

3 COMMERCIAL REDRESS PROPERTIES

Subpart A

| | Description | Encumbrances | Transfer value | Land holding agency | Leaseback? |
|----------------------|---|---|----------------|---------------------|------------|
| Licensed land | | | | | |
| Part Waihou Forest | <p><i>South Auckland – Matamata-Piako District</i></p> <p>669.1830 hectares, more or less, being Lots 1 and 2 DPS 30665, Lot 1 DPS 57167 and Lot 1 DPS 53795.</p> | <p>Subject to a Crown forestry licence held in record of title SA50C/1000.</p> <p>Subject to a variation of Crown forestry licence registered as 6613038.1.</p> <p>Subject to a protective covenant (archaeological) registered as B102557.1.</p> <p>Subject to a protective covenant (water and soil) registered as B102557.1.</p> <p>Subject to a protective covenant (conservation) registered as B102557.1 (Area A on DPS 57167).</p> <p>Subject to a public access easement registered as B102557.2.</p> <p>Subject to a Notice pursuant to Section 195(2) of the Climate Change Response Act 2002 registered as instrument 9109973.1.</p> <p>Subject to a right of way easement created by Transfer B530441.3 (Area A on DPS 81828).</p> <p>Subject to a right of way easement created by Transfer B530441.1 (Area A on DPS 81828).</p> | \$790,000.00 | LINZ | No |

PROPERTY REDRESS

3: COMMERCIAL REDRESS PROPERTIES

| | Description | Encumbrances | Transfer value | Land holding agency | Leaseback? |
|--|-------------|--|----------------|---------------------|------------|
| | | <p>Subject to a right of way easement created by Transfer S203252 (Area B and C DPS 53795).</p> <p>Subject to a right to draw and convey water easement created by Transfer H336200.2 (Area D on DPS 53795).</p> <p>Subject to a deed of easement for right to convey water held in record of title SA67D/46 (Area B DPS 57167).</p> <p>Subject to a right to convey water easement specified in easement certificate H646001.8 (Area A on DPS 30665).</p> <p>Easements specified in easement certificate H646001.8 are subject to Section 309(1)(a) Local Government Act 1974.</p> <p>Subject to a right of way easement to be created over Area C DPS 57167 (as referred to in clause 6.3.2(a)).</p> <p>Subject to a right of way easement to be created (as referred to in clause 6.3.2(b)).</p> <p>Subject to a right to convey water specified in easement certificate H334971.7 (Area A on DPS 53795).</p> <p>Subject to a water right easement specified in easement certificate H318269 (Area D on DPS 57167).</p> | | | |

PROPERTY REDRESS

3: COMMERCIAL REDRESS PROPERTIES

| | Description | Encumbrances | Transfer value | Land holding agency | Leaseback? |
|--|---|--|----------------|-----------------------|------------|
| | | Together with a right of way easement registered as instrument 8537786.2 (Areas B, C and E on DP 425076). Together with a right of way easement registered as instrument B530441.2 (Area D on DPS 81828). | | | |
| Other commercial redress properties | | | | | |
| Manawaru School site (land only) | <p><i>South Auckland – Matamata-Piako District</i></p> <p>0.7577 hectares, approximately, being Part Section 9 Block II Wairere Survey District. Part record of title SA118/5 for the fee simple estate. Subject to survey.</p> <p>0.8258 hectares, more or less, being Part Section 9 Block II Wairere Survey District. All record of title SA97/15 for the fee simple estate.</p> <p>Related school site description subject to clauses 6.5 to 6.8.</p> | | \$255,500.00 | Ministry of Education | Yes |

PROPERTY REDRESS

3: COMMERCIAL REDRESS PROPERTIES

| | Description | Encumbrances | Transfer value | Land holding agency | Leaseback? |
|--------------------------------------|--|---|------------------------------|------------------------------------|------------|
| Matamata Police Station (land only) | <p><i>South Auckland – Matamata-Piako District</i></p> <p>0.2024 hectares, more or less, being Sections 18 and 19 Block VIII Matamata Township. All record of title SA62D/738 for the fee simple estate.</p> | | \$405,000.00 | New Zealand Police | Yes |
| 9 Inaka Place, Matamata PF 742 | <p><i>South Auckland – Matamata-Piako District</i></p> <p>0.1267 hectares, more or less, being Lots 90 and 91 DPS 22548. All record of title SA51B/246 for the fee simple estate.</p> | Subject to an unregistered Tenancy agreement. | \$420,000.00 | LINZ (Treaty Settlements Landbank) | No |
| 11 Arawa Street, Matamata PF 1274 | <p><i>South Auckland – Matamata-Piako District</i></p> <p>0.3404 hectares, more or less, being Lot 1 DPS 56967. All record of title SA47A/584 for the fee simple estate.</p> | <p>Subject to right of way created by Lease H636350.</p> <p>Subject to right of way created by Transfer B262916.</p> <p>Subject to an unregistered Deed of assignment of Lease.</p> <p>Subject to an easement in gross for a right to convey electricity to be created and registered prior to settlement date.</p> | \$650,000.00 | LINZ (Treaty Settlements Landbank) | No |
| | | | Total transfer values | | |
| | | | \$2,520,500.00 | | |

PROPERTY REDRESS

3: COMMERCIAL REDRESS PROPERTIES

Subpart B

School House site information for related school site

| Name / Address | Description | Encumbrances | Transfer Value |
|---|--|--------------|----------------|
| Manawaru School - School House site (land only) | <i>South Auckland – Matamata-Piako District</i> 0.12 hectares, approximately – subject to ground verification, being part of Part Section 9 Block II Wairere Survey District, part record of title SA118/5 for the fee simple estate, as shown bordered yellow on the Manawaru School House site, diagram in the attachments. Related school site: the property described as Manawaru School site (land only) above. | | \$18,500.00 |

4 TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES

APPLICATION OF THIS PART

- 4.1. This part applies to the transfer by the Crown to the governance entity of each commercial redress property (a transfer property).

TRANSFER

- 4.2. The Crown must transfer the fee simple estate in a transfer property to the governance entity –

4.2.1. subject to, and where applicable with the benefit of, –

- (a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 4.19.4(a)); and
- (b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 4.19.4(b); and
- (c) any encumbrances in relation to that property that the governance entity is required to provide to the Crown on or by the settlement date under clause 6.3.2; and
- (d) any additional encumbrances entered into by the Crown under clause 6.8.2; and

4.2.2. if the property is a leaseback property, subject to the Crown leaseback in relation to the property.

- 4.3. The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the governance entity.

POSSESSION

- 4.4. On the TSP settlement date for the property, possession of a transfer property must –

4.4.1. be given by the Crown; and

4.4.2. taken by the governance entity; and

4.4.3. be vacant possession subject only to –

- (a) any encumbrances referred to in paragraph 4.2.1 that prevent vacant possession being given and taken; and

PROPERTY REDRESS

4: TERMS OF TRANSFER

- (b) if the property is a leaseback property, the Crown leaseback.

SETTLEMENT

- 4.5. Subject to paragraphs 4.6 and 4.46.3, the Crown must provide the governance entity with the following in relation to a transfer property on the TSP settlement date for that property:

- 4.5.1. evidence of –

- (a) a registrable transfer instrument; and
(b) any other registrable instrument required by this deed in relation to the property:

- 4.5.2. all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered owner's interest in the property after the TSP settlement date.

- 4.6. If the fee simple estate in the transfer property may be transferred to the governance entity electronically under the relevant legislation, –

- 4.6.1. paragraph 4.5.1 does not apply; and

- 4.6.2. the Crown must ensure its solicitor, –

- (a) a reasonable time before the TSP settlement date for the property, –
(i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property and for any other registrable instruments required by the deed in relation to the property (the electronic transfer instruments); and
(ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the electronic transfer instruments; and
(b) on the TSP settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and

- 4.6.3. the governance entity must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs the electronic transfer instruments for the property prepared in the Landonline workspace under paragraph 4.6.2(a)(ii); and

- 4.6.4. paragraphs 4.6.2 and 4.6.3 are subject to paragraph 4.46.3.

PROPERTY REDRESS

4: TERMS OF TRANSFER

- 4.7. The relevant legislation for the purposes of paragraph 4.6 is the Land Transfer Act 2017.
- 4.8. The Crown must, on the actual TSP settlement date for a transfer property, provide the governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown unless –
- 4.8.1. the property is a leaseback property; and
 - 4.8.2. to provide it would be inconsistent with the Crown leaseback.
- 4.9. The transfer value of, or the amount payable by the governance entity for, a transfer property is not affected by –
- 4.9.1. a non-material variation, or a material variation entered into under paragraph 4.19.4(a), of a disclosed encumbrance affecting or benefiting the property; or
 - 4.9.2. an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 4.19.4(b).

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

- 4.10. If, as at the actual TSP settlement date for a transfer property, –
- 4.10.1. the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or
 - 4.10.2. the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.
- 4.11. The outgoings for a transfer property for the purposes of paragraph 4.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the transfer property.
- 4.12. The incomings for the licensed land for the purposes of paragraph 4.10 do not include licence fees under the Crown forestry licence.
- 4.13. An amount payable under paragraph 4.10 in relation to a transfer property must be paid on the actual TSP settlement date for the transfer property.
- 4.14. The Crown must, before the actual TSP settlement date for a transfer property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 4.10.

*Handwritten signature*¹³

Handwritten mark

FIXTURES, FITTINGS, AND CHATTELS

- 4.15. The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 4.16. Paragraph 4.15 does not apply to the Lessee's improvements located on a leaseback property.
- 4.17. Fixtures and fittings transferred under paragraph 4.15 must not be mortgaged or charged.
- 4.18. The transfer of a transfer property does not include chattels.

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

- 4.19. During the transfer period for a transfer property, the Crown must –
 - 4.19.1. ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and
 - 4.19.2. pay the charges for electricity, gas, water, and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and
 - 4.19.3. ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period –
 - (a) by the Crown; or
 - (b) with the Crown's written authority; and
 - 4.19.4. obtain the prior written consent of the governance entity before –
 - (a) materially varying a disclosed encumbrance affecting or benefiting the property; or
 - (b) entering into an encumbrance affecting or benefiting the property; or
 - (c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and
 - 4.19.5. use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 4.20.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 4.2, but

in the case of a leaseback property these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied during the transfer period.

- 4.20. During the transfer period in relation to a transfer property, the governance entity –
- 4.20.1. must not unreasonably withhold or delay any consent sought under paragraph 4.19.4; and
- 4.20.2. may enter and inspect the property on one occasion –
- (a) after giving reasonable notice; and
 - (b) subject to the terms of the encumbrances referred to in paragraph 4.2; and
 - (c) subject to complying with all reasonable conditions imposed by the Crown.

PRE-TRANSFER OBLIGATIONS AND RIGHTS IN RELATION TO LICENSED LAND

- 4.21. During the transfer period for the licensed land, the Crown –
- 4.21.1. must prudently manage the licensor's rights under the Crown forestry licence in relation to the licensed land; and
- 4.21.2. in reviewing the licence fee under the Crown forestry licence, –
- (a) must ensure that, so far as reasonably practicable, the governance entity's interests as licensor after the settlement date are not prejudiced; and
 - (b) must not agree a licence fee for the licensed land that is on terms less favourable than any licence fee agreed to by the Crown for the balance of the land that is subject to the Crown forestry licence; and
- 4.21.3. must provide the governance entity with all material information, and must have regard to the governance entity's written submissions, in relation to the performance of the Crown's obligations under paragraphs 4.21.1 and 4.21.2; and
- 4.21.4. must, so far as is reasonably practicable, provide the information to the governance entity under paragraph 4.21.3 in sufficient time to enable it to make effective submissions on the performance of the Crown's obligations under paragraphs 4.21.1 and 4.21.2; but
- 4.21.5. is not required to provide information to the governance entity under paragraph 4.21.3 if that would result in the Crown breaching a confidentiality obligation.



SPLITTING OF CROWN FORESTRY LICENCE

4.22. The Crown must carry out, and use reasonable endeavours to complete by the settlement date, its obligations under clause 17.4 of the Crown forestry licence in relation to the licensed land (the licence-splitting process) that will, in particular, enable –

4.22.1. the granting of separate licences to the licensee under the Crown forestry licence by –

- (a) the governance entity, in relation to the licensed land; and
- (b) the Crown or any subsequent owner, in relation, to the balance of the land that is subject to the Crown forestry licence; and

4.22.2. the protection after the settlement date of the interests of the governance entity, the Crown, and the licensee in respect of the licensed land and the balance of the land that is subject to the Crown forestry licence, including –

- (a) the shared use of roading and other facilities; and
- (b) rights of access; and
- (c) the sharing of outgoings.

4.23. The governance entity acknowledges and agrees that –

4.23.1. the licence-splitting process in relation to the licensed land may not be completed until after the settlement date as, in particular, the licensee under the Crown forestry licence has no obligation to participate in them until that date; and

4.23.2. the governance entity must –

- (a) provide any assistance reasonably required by the Crown to assist with the licence-splitting process; and
- (b) sign all documents, and do all other things, required of it as owner of the licensed land to give effect to the matters agreed or determined under the licence-splitting process.

4.24. Paragraph 4.22 applies to the licensed land unless the Crown has completed the licence-splitting process of the licensed land under a provision equivalent to paragraph 4.22 in the Pare Hauraki Collective Redress Deed.

SPLITTING OF LICENCE FEE

4.25. Until completion of the licence splitting process in relation to the licensed land, unless otherwise agreed by the governance entity as licensor, and the licensee under the Crown forestry licence, and the Crown, the licence fee under the Crown forestry licence



PROPERTY REDRESS
4: TERMS OF TRANSFER

attributable to the licensed land is to be calculated in accordance with the following formula:

$$A \times (B \div C)$$

4.26. For the purposes of the formula in paragraph 4.25 –

A is the licence fees under the Crown forestry licence; and

B is the area of licensed land; and

C is the area of land covered by the Crown forestry licence.

OBLIGATIONS AFTER SETTLEMENT

4.27. The Crown must –

4.27.1. give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property, or as soon as reasonably practicable thereafter where the transfer property is subject to survey; and

4.27.2. if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TSP settlement date for the property, –

(a) comply with it; or

(b) provide it promptly to the governance entity or its solicitor; or

4.27.3. pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 4.27.2.

4.28. From the TSP settlement date, the governance entity must comply with the licensor's obligations under the Crown forestry licence in relation to the licensed land –

4.28.1. including the obligation to –

(a) repay any overpayment of licence fees by the licensee; and

(b) pay interest arising on or after the TSP settlement date on that overpayment; but

4.28.2. not including the Crown's obligations under clause 17.4 of the Crown forestry licence.

17


RISK AND INSURANCE

- 4.29. A transfer property is at the sole risk of –
- 4.29.1. the Crown, until the actual TSP settlement date for the property; and
 - 4.29.2. the governance entity, from and including the actual TSP settlement date for the property.

DAMAGE AND DESTRUCTION

- 4.30. Paragraphs 4.31 to 4.39 apply if, before the actual TSP settlement date for a transfer property, –
- 4.30.1. the property is destroyed or damaged; and
 - 4.30.2. the destruction or damage has not been made good.
- 4.31. Paragraph 4.32 applies if the transfer property is, –
- 4.31.1. a commercial redress property (other than licensed land); and
 - 4.31.2. as a result of destruction or damage, the property is not tenable.
- 4.32. Where this paragraph applies, –
- 4.32.1. the governance entity may cancel its transfer by written notice to the Crown; or
 - 4.32.2. the Crown may cancel its transfer by written notice to the governance entity if the property is a leaseback property; and
 - 4.32.3. if so cancelled, the Crown must pay the governance entity the transfer value of the relevant property as provided in part 3 of this schedule.
- 4.33. Notice under paragraph 4.32 must be given before the actual TSP settlement date.
- 4.34. Paragraph 4.35 applies if the property is –
- 4.34.1. licensed land; or
 - 4.34.2. a commercial redress property (other than licensed land) that –
 - (a) despite the destruction or damage, is tenable; or
 - (b) as a result of the damage or destruction, is not tenable, but its transfer is not cancelled under paragraph 4.32 before the actual TSP settlement date.

PROPERTY REDRESS
4: TERMS OF TRANSFER

- 4.35. Where this paragraph applies –
- 4.35.1. the governance entity must complete the transfer of the property in accordance with this deed; and
 - 4.35.2. the Crown must pay the governance entity –
 - (a) the amount by which the value of the property has diminished, as at the actual TSP settlement date for the property, as a result of the destruction or damage;
 - (b) plus GST if any.
- 4.36. The value of the property for the purposes of paragraph 4.35.2 is to be its transfer value as provided in part 3 of this schedule.
- 4.37. An amount paid by the Crown under paragraph 4.35.2 is redress, if it relates to the destruction or damage of a commercial redress property.
- 4.38. Each party may give the other notice –
- 4.38.1. requiring a dispute as to the application of paragraphs 4.32 to 4.37 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and
 - 4.38.2. referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 4.39. If a dispute as to the application of paragraphs 4.32 to 4.37 is not determined by the TSP settlement date, the date the parties must comply with their obligations on transfer of the property is to be –
- 4.39.1. the fifth business day following the determination of the dispute; or
 - 4.39.2. if an arbitrator appointed under paragraph 4.38 so determines, another date including the original TSP settlement date.

BOUNDARIES AND TITLE

- 4.40. The Crown is not required to point out the boundaries of a transfer property.
- 4.41. If a transfer property is subject only to the encumbrances referred to in paragraph 4.2 and, if the property is a leaseback property, the Crown leaseback, the governance entity –
- 4.41.1. is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and
 - 4.41.2. may not make any objections to, or requisitions on, it.

- 4.42. An error or omission in the description of a transfer property or its title does not annul its transfer.

FENCING

- 4.43. The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will apply.
- 4.44. Paragraph 4.43 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.
- 4.45. The Crown may require a fencing covenant to the effect of paragraphs 4.43 and 4.44 to be registered against the title to a transfer property.

DELAYED TRANSFER OF TITLE

- 4.46. The Crown covenants for the benefit of the governance entity that it will –
- 4.46.1. arrange for the creation of one record of title for the fee simple estate in the licensed land that is subject to a particular Crown forestry licence if that land –
- (a) is not contained in one record of title for a fee simple estate; or
 - (b) is contained in one record of title for a fee simple estate but together with other land; and
- 4.46.2. arrange for the creation of a record of title for a fee simple estate for the land of a transfer property for land that –
- (a) is not licensed land; and
 - (b) is not contained in a record of title for a fee simple estate; or
 - (c) is contained in a record or records of title for a fee simple estate but together with other land; and
- 4.46.3. transfer (in accordance with paragraph 4.5 or 4.6, whichever is applicable) the fee simple estate in a transfer property to which paragraph 4.46.1 or 4.46.2 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the actual TSP settlement date.
- 4.47. If paragraph 4.46.3 applies to a transfer property, and paragraph 4.6 is applicable, the governance entity must comply with its obligations under paragraph 4.6.3 by a date specified by written notice by the Crown.

PROPERTY REDRESS

4: TERMS OF TRANSFER

4.48. The covenant given by the Crown under paragraph 4.46 has effect and is enforceable, despite:

4.48.1. being positive in effect; and

4.48.2. there being no dominant tenement.

4.49. If paragraph 4.46 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the governance entity –

4.49.1. the governance entity will be the beneficial owner of the property; and

4.49.2. all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the actual TSP settlement date.

FURTHER ASSURANCES

4.50. Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things that the other may reasonably require to give full force and effect to this part.

NON-MERGER

4.51. On transfer of a transfer property to the governance entity –

4.51.1. the provisions of this part will not merge; and

4.51.2. to the extent any provision of this part has not been fulfilled, it will remain in force.



5 NOTICE IN RELATION TO REDRESS PROPERTIES

- 5.1. If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a redress property, the governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address, email address or facsimile number provided –
- 5.1.1. in paragraph 5.2; or
- 5.1.2. if the land holding agency has given notice to the governance entity of a new address, email address or facsimile number, in the most recent notice of a change of address, email address or facsimile number.
- 5.2. Until any other address, email address or facsimile number of a land holding agency is given by notice to the governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

| Land holding agency | Contact Details |
|---|--|
| Department of Conservation | Conservation House, Whare Kaupapa Atawhai 18 Manners Street, Wellington 6011 PO Box 10420, The Terrace, Wellington 6143 |
| Land Information New Zealand | Wellington office, Level 7, Radio New Zealand House, 155 The Terrace, Wellington 6011 PO Box 5501, Wellington 6145 Fax 04 472 2244 Email treaty@linz.govt.nz |
| Ministry of Education | Ministry of Education, National Office, PO Box 1666, Wellington 6140 |
| New Zealand Police | National Property Office, PO Box 3017, Wellington Fax 04 498 7415 Email information@police.govt.nz Attention: NZP property manager |
| LINZ Treaty Settlements Landbank | Wellington office, Level 7, Radio New Zealand House, 155 The Terrace, Wellington 6011 PO Box 5501, Wellington 6145 Fax 04 472 2244 Email TreatySettlementsLandBank@linz.govt.nz |

6 DEFINITIONS

6.1. In this schedule, unless the context otherwise requires, party means each of the governance entity and the Crown.

6.2. In this schedule, unless the context otherwise requires, -

acquired property means each redress property except for the Ōkauia property; and

actual TSP settlement date, in relation to a transfer property, means the date on which **settlement** of the property takes place; and

Crown leaseback means, in relation to a leaseback property, the lease to be entered into by the governance entity and the Crown under clause 6.4; and

disclosed encumbrance, in relation to a transfer property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

disclosure information, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1.

leaseback property means each property referred to in clause 6.4; and

Lessee's improvements, in relation to a leaseback property has the meaning given to:

(a) the term "Lessee's Improvements" in the case of the Crown leaseback as defined in part 12 of the documents schedule; and

(b) the term "Improvements" in the case of the Crown leaseback as defined in part 13 of the documents schedule; and

licence-splitting process has the meaning given to it by paragraph 4.22; and

registered bank has the meaning given to it by section 2(1) of the Reserve Bank of New Zealand Act 1989; and

school site means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

terms of transfer means the terms of transfer set out in part 4 of this schedule; and

transfer period means, in relation to a commercial redress property, the period from the date of this deed to its actual TSP settlement date; and

transfer property has the meaning given to it by paragraph 4.1; and



TSP settlement date means, in relation to a commercial redress property the settlement date (as defined in paragraph 6.1 of the general matters schedule).

Handwritten signature and a vertical scribble.